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7666

**AGREEMENT BETWEEN**  
**LYNBROOK POLICE BENEVOLENT ASSOCIATION, INC.**  
**AND**  
**THE INCORPORATED VILLAGE OF LYNBROOK**  
**JUNE 1, 2003 - MAY 31, 2008**

**RECEIVED**

FEB 28 2005

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
ARTICLE I	RECOGNITION	1
ARTICLE II	DEFINITIONS	2
ARTICLE III	PAY	
	A. Base Salaries	2
	B. Step Increments	4
	C. Longevity	5
	D. Basic Work Week and Tour of Duty	5
	Supplemental Pay	6
	E. Night Differential	7
	F. Holiday Pay	7
	G. Special Detail Allowance	8
	H. Overtime	9
ARTICLE IV	HEALTH INSURANCE	
	A. Hospital and Medical Insurance	11
	B. Dental Insurance	12
	C. Optical Plan	12
	D. Health Insurance Buyback Program	12
ARTICLE V	VACATIONS	14
ARTICLE VI	SICK LEAVE	16
ARTICLE VII	RETIREMENT BENEFITS	
	A. Pension Plan	17
	B. Retirees	19
	C. Termination Pay	19
ARTICLE VIII	DEATH BENEFITS	20

ARTICLE IX	OTHER BENEFITS	
	A. Equipment and Clothing Allowances	21
	B. Personal Leave	22
	C. Bereavement Leave	22
	D. Recall	23
	E. Court Recall	23
	F. Stand By	25
	G. Mileage Allowance	25
	H. Loss of Personal Items	25
	I. Separation From Service	26
	J. Testimony by Former Employees	26
	K. Work in Higher Classification	26
	L. Off Duty Acts	27
	M. Pro Ration of Benefits	27
	N. Deferred Compensation/ Payroll Date	27
ARTICLE X	PBA RIGHTS	28
ARTICLE XI	GRIEVANCE PROCEDURES	29
ARTICLE XII	DISCIPLINARY PROCEDURES	31
ARTICLE XIII	MANAGEMENT RIGHTS	33
ARTICLE XIV	STRIKES	34
ARTICLE XV	GOVERNING LAWS	34
ARTICLE XVI	INDEMNITY	34
ARTICLE XVII	SCOPE OF AGREEMENT	35
ARTICLE XVIII	WAIVER	35
ARTICLE XIX	LEGISLATIVE ACTION	35
ARTICLE XX	DURATION	36

AGREEMENT made this        day of July, 2003, by and between the LYNBROOK POLICE BENEVOLENT ASSOCIATION, INC., ("PBA"), having its principal office at One Columbus Drive, Lynbrook, New York 11563, and the INCORPORATED VILLAGE OF LYNBROOK, ("Village"), a municipal corporation having its principal office at One Columbus Drive, Lynbrook, New York 11563.

W I T N E S S E T H

WHEREAS, the members of the PBA are employed by the Village as police officers in the Police Department of the Village; and

WHEREAS, the PBA and the Village desire to cooperate for the purpose of stabilizing labor relations by establishing general standards and conditions of employment and for the purpose of providing effective law enforcement in the Village.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants hereinafter set forth, the parties agree as follows:

ARTICLE I - RECOGNITION

A.     The Village recognizes the PBA as the sole and exclusive representative for all police officers employed by the Village from the rank of police officer to and including lieutenant.

B.     The Village agrees that the PBA shall be the sole and exclusive representative for all such employees for the purpose of collective bargaining and grievances.

C.     The Village will provide for an agency shop fee deduction provided that (1) the PBA certifies to the Village that it has established a refund plan pursuant to subdivision three of section 208 of the Civil Service Law; (2) the PBA furnishes a list to the Village of those employees subject

to such deduction; and (3) the PBA indemnifies and holds the Village harmless for any lawsuits or causes of action of any kind, including attorneys' fees in connection with the making of agency shop fee deductions by the Village.

## ARTICLE II - DEFINITIONS

For the purposes of this agreement, the following definitions shall apply:

A. "Association" or "PBA" means the Lynbrook Police Benevolent Association, Inc. of the Village of Lynbrook.

B. "Village" means the Incorporated Village of Lynbrook.

C. "Employee" means an individual who is a member of the negotiating unit.

D. "President" or "Vice President" means the President or Vice President of the Lynbrook Police Benevolent Association, Inc.

E. "First day of the next week" means Sunday.

## ARTICLE III - PAY

### A. Base Salaries

1. Police Officers employed prior to June 1, 2003 shall receive base salaries as follows:

June 1, 2003 4%	June 1, 2004 4%	June 1, 2005 4%	June 1, 2006 4%	June 1, 2007 4%
\$88,556.63	\$92,098.90	\$95,782.85	\$99,614.17	\$103,598.73

2. (a) Police Officers employed on or after June 1, 2003 shall receive base salaries as follows:

Step		June 1, 2003 4%	June 1, 2004 4%	June 1, 2005 4%	June 1, 2006 4%	June 1, 2007 4%
1	Start	\$35,894.75	\$37,330.54	\$38,823.76	\$40,376.71	\$41,991.78
2	Upon graduation from the Academy	\$40,894.75	\$42,330.54	\$43,823.76	\$45,376.71	\$46,991.78
3	One year after graduation from Academy	\$48,838.40	\$50,791.94	\$52,823.61	\$54,936.58	\$57,134.02
4	Two years after graduation from Academy	\$56,782.04	\$59,053.32	\$61,415.45	\$63,872.07	\$66,426.95
5	Three years after graduation from Academy	\$64,725.69	\$67,314.72	\$70,007.31	\$72,807.60	\$75,719.90
6	Four years after graduation from Academy	\$72,669.33	\$75,576.10	\$78,599.15	\$81,743.11	\$85,012.84
7	Five years after graduation from Academy	\$80,612.98	\$83,837.50	\$87,191.00	\$90,678.64	\$94,305.78
8	Six years after graduation from Academy	\$88,556.63	\$92,098.90	\$95,782.85	\$99,614.17	\$103,598.73

(b) Reference to the Academy is the Nassau County Police Academy.

(c) Employees who are not required by the Village to attend the Academy shall start at Step 2 and receive step increases each year thereafter on the anniversary of their start date.

**AMENDMENT TO**

**Agreement Between**

**Lynbrook Police Benevolent Association, Inc.  
and  
The Incorporated Village of Lynbrook**

**June 1, 2003 – May 31, 2008**

An employee assigned as the Executive Officer, in lieu of the administrative supervisor allowance, shall receive the following increase (pro rated) to his/her salary:

11/15/04	\$5,000
6/1/05	5,200
6/1/06	5,408
6/1/07	5,624

Baric A. Hansen  
Village of Lynbrook  
Date: 11/22/04

Will J. DeLoach  
Lynbrook PBA  
Date: 11/22/04

APPROVED BY RESOLUTION OF BOARD  
OF TRUSTEES

11/15/04



3. Detectives shall receive base salaries as follows:

Departmental Years of Service	June 1, 2003	June 1, 2004	June 1, 2005	June 1, 2006	June 1, 2007
Start	\$44,162.65	\$45,929.16	\$47,766.33	\$49,676.98	\$51,664.06
One	\$52,928.35	\$55,045.48	\$57,247.30	\$59,537.19	\$61,918.68
Two	\$61,691.20	\$64,158.85	\$66,725.20	\$69,394.21	\$72,169.97
Three	\$70,454.04	\$73,272.20	\$76,203.09	\$79,251.21	\$82,421.26
Four	\$79,216.92	\$82,385.60	\$85,681.02	\$89,108.26	\$92,672.59
Five	\$91,827.32	\$95,500.41	\$99,320.43	103,293.24	\$107,424.96

4. Superior Officers shall receive base salaries as follows:

Title	June 1, 2003	June 1, 2004	June 1, 2005	June 1, 2006	June 1, 2007
Sergeant	\$103,907.50	\$108,063.80	\$112,386.35	\$116,881.80	\$121,557.07
Detective Sergeant	\$107,178.21	\$111,465.33	\$115,923.94	\$120,560.89	\$125,383.32
Lieutenant	\$114,763.37	\$119,353.90	\$124,128.05	\$129,093.17	\$134,256.89

B. Step Increments.

Step increments for police officers shall be effective on the first day of the next week following the police officer's anniversary date of employment. Base pay for bi-weekly pay checks will continue to be calculated as in the past. Yearly salary means base pay plus longevity, where applicable. The hourly rate of pay for the purposes of additional pay benefits, including overtime, shall be calculated by dividing the yearly salary by 1992 hours. The daily rate shall be calculated by dividing the yearly salary by 249 days. Supplemental pay shall be added to the yearly salary in computing the daily and hourly rates of pay. Payroll sheets which contain compensation for benefits

other than salary shall provide a breakdown of those items which are reflected in the final amount.

Any employee may inspect such payroll sheets during regular business hours.

C. Longevity.

Employees shall receive longevity pay as follows:

	June 1, 2004	June 1, 2005	June 1, 2006	June 1, 2007
After 6 years	\$850.00	\$950.00	\$1,050.00	\$1,150.00
After 10 years	\$1,325.00	\$1,450.00	\$1,575.00	\$1,700.00
After 15 years	\$2,475.00	\$2,600.00	\$2,725.00	\$2,900.00
Thereafter	\$125.00	\$150.00	\$175.00	\$200.00
Total Aggregate	\$4,350.00	\$4,850.00	\$5,350.00	\$5,900.00

Years of service shall only include time served as an employee on a full time pay status or while on military leave of absence pursuant to Section 243 of the Military Law of New York. Longevity payments shall become effective on the first day of the next week following the employee's anniversary date of completed service.

D. Basic Work Week and Tour of Duty.

Except as provided in this subdivision, the basic work week for employees shall not be more than forty (40) hours and the basic tour of duty shall be eight (8) hours which includes sixty (60) minutes of paid meal time a day, except as expressly set forth below.

1. Employees who are receiving training from the Recruit Training Bureau shall have a basic work week of forty-eight (48) hours, consisting of eight (8) hour tours of duty.

2. Employees will be excused for a sixty (60) minute meal period during each tour of duty. If an employee is compelled, by order of a superior officer or exigent circumstances,

to miss his/her meal period during his/her regularly scheduled tour of duty, then such employee shall be entitled to forty-five (45) minutes of compensatory time or forty-five (45) minutes straight time pay, at his or her discretion.

3. All employees in the uniformed police force, who work a rotating schedule shall have their schedule rotated on a five (5) day and seventy-two (72) hour basis. A "rotating schedule" is a schedule which involves assignment to a particular detail which requires on-duty coverage on a full twenty-four (24) hour basis.

4. Supplemental Pay

An employee, as described in paragraph 3 of this section, shall be paid for seventeen (17) additional days work. Such compensation shall be based on the then applicable regular straight time rate of pay for the current position held prorated for portions of a year worked ("supplemental pay"). Should the Village create a special duty unit, the Village and PBA shall mutually agree on a pro rata payment for eligible employees assigned to such a special duty unit (excluding parking enforcement) to reflect the rotation of their hours and shifts. Such payments shall be in addition to regular salary and shall be a factor of base pay for retirement purposes. Employees hired after June 1, 1978 will not receive such pay, except that any such employee who has completed three (3) years of service shall receive four (4) days supplemental pay at the above stated rate. Any such employee who has completed four (4) years of service shall receive an additional four (4) days supplemental pay, for a total of eight (8) days supplemental pay. Any such employee who has completed five (5) years of service shall receive an additional four (4) days supplemental pay, for a total of twelve (12) days supplemental pay. Any such employee who has completed six (6) years of service shall receive an additional five (5) days supplemental pay for a total of seventeen (17) days supplemental pay.

Supplemental pay shall also be paid to any employee who is assigned to a special duty unit by or at the direction of the Chief of Police, including, but not limited to plainclothes detail, detective detail and traffic enforcement.

Said payments shall be made in four (4) installments upon the conclusion of each fiscal quarter to all employees who have reached the requisite years of service, prorated.

5. All duty charts for the uniformed force shall be published by October 1st, of the year preceding the year they are to take effect.

6. Traffic posts may be eliminated at the sole discretion of the Chief of Police or the Acting Chief, or in their absence, the desk officer when the temperature rises above 90 degrees or falls below 15 degrees Fahrenheit.

E. Night Differential

Employees over half of whose regular tour of duty is between 4:00 P.M. and 8:00 A.M. shall receive additional differential compensation of ten (10%) of the hourly base pay compensation of a top-step police officer for the relevant period for all hours actually worked on such tour. Hours worked continuous with and at the completion of night time tours shall be eligible for night differential.

F. Holiday Pay

1. In lieu of receiving the following thirteen (13) holidays each year: New Year's Day, Martin Luther King, Jr. Day, Lincoln's Birthday, Presidents' Day, Memorial Day, Flag Day, July 4th, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving and Christmas; and in addition to regular pay, all employees shall receive annual holiday pay in an amount equal to one hundred and four (104) hours pay, at straight time rates applicable at the time of payment. Payment

for fifty-two (52) hours shall be made on December 1, and the remaining fifty-two (52) hours shall be paid on May 31.

2. An employee who works on a day observed by the Village as a holiday which is his/her regularly scheduled work day, shall be paid in addition to his/her regular day's pay and holiday pay provided in subsection 1, for all hours worked, an extra one half pay, which shall be paid in the same manner as overtime. For all hours worked in excess of his/her tour of duty such hours shall be payable as overtime. Notwithstanding the foregoing, such benefit shall be conferred on an employee, who works on January 1st, February 12, July 4th, Thanksgiving Day and December 25<sup>th</sup> and not the actual day the applicable holiday may be officially observed by the Village..

3. An employee who has a regularly scheduled work day on a holiday and is ordered not to work on such day, shall receive the same pay as provided in subsection 2.

4. An employee who does not have a regularly scheduled work day on a holiday, but actually works on such a day shall receive the same pay as provided in subsection 2.

5. When the Mayor, or in his/her absence, his/her designated representative, declares a holiday for Village employees due to an emergency or for other reasons, employees who have reported to work prior to such declaration or actually worked thereafter shall be paid time and one half in cash or compensatory time at the option of the Village.

G. Special Detail Allowance

An employee assigned to special details by order of the Chief of Police shall receive an additional allowance prorated on a basis of One Thousand (\$1,000) Dollars annually to be paid at the end of the fiscal year. The special details, not by limitation, are parking enforcement, highway patrol and administrative officer and supervisor.

H. Overtime

1. Overtime shall be paid either as paid overtime compensation or compensatory time. Compensatory time shall be computed at the rate of time and one-half. The employee shall have the discretion as to whether overtime shall be paid overtime compensation or compensatory time and shall exercise such discretion either immediately before working such overtime or immediately after completing the working of such overtime and notify the Department of his/her decision. An employee may accumulate no more than sixty-four (64) hours of overtime payable as ninety-six (96) hours of compensatory time and shall receive only paid overtime compensation for all hours in excess of sixty-four (64) hours. Overtime shall be payable as soon as practicable following the week in which it is earned.

2. The Village has the right to order an employee to perform overtime.

3. An employee attending his/her own disciplinary proceeding, award or promotional ceremonies shall not receive any overtime because of hours directly or indirectly involved therein.

4. An employee reporting back to duty after being on sick leave shall receive no overtime because of hours directly or indirectly involved therein.

5. An employee ordered to report for a physical examination while he/she is on extended sick leave for more than thirty (30) days shall receive no credit for time worked or overtime for any hours directly or indirectly involved therein.

6. Compensatory time shall be granted in the fiscal year it is earned except that unused overtime up to a total of forty (40) hours of overtime payable as sixty (60) hours of

compensatory time may be carried over and granted in the following year. Any amount in excess of sixty (60) hours shall be paid to the employee at the end of the fiscal year.

7. For bookkeeping purposes, compensatory time shall be recorded on a first-in, first-out basis. The employee shall be able to split his/her choice of recording earned overtime between paid overtime compensation and compensatory time.

8. Compensatory time shall be granted only when the employee and the Chief of Police agree.

9. An employee's work week or chart shall not be altered during that work week for the sole purpose of avoiding overtime compensation.

10. If an employee's request for overtime pay is denied, he/she shall be notified within seventy-two (72) hours from the time of his/her submission. If such notification to the employee is not given within the seventy-two (72) hour period, he/she shall become automatically entitled to the amount so requested.

11. Unless special skills are required, overtime assignments shall be equally distributed among employees available to perform duties.

12. (a) An employee's overtime compensation shall begin after eight (8) hours from the time the employee is required to report to duty. An employee shall not receive any overtime compensation unless he/she has completed fifteen (15) minutes of overtime work.

(b) An employee shall be entitled to one-half hour overtime credit for the first fifteen (15) minutes after his/her tour of duty and for fifteen (15) minutes past any one-half (1/2) hour period.

13. If an employee chooses paid overtime, that choice may not be altered. If the employee chooses compensatory time, that choice may be altered at the sole option of the employee under the following conditions:

(a) The request for the conversion is made in the fiscal year during which the compensatory time was earned.

(b) The rate of pay at the time the conversion is requested has not been increased or decreased from the time the compensatory time was earned.

(c) The number of overtime hours requested to be converted into its cash equivalent must be no less than eight (8).

(d) The particular compensatory time for which the employee requests conversion must have been capable of being originally chosen as cash payment when first earned.

(e) An employee of the Department who dies shall be deemed to have chosen the cash equivalent of the compensatory time standing to his/her credit at the time of his/her death, and the conditions required in subdivisions (a) to (d) shall be waived.

#### ARTICLE IV - HEALTH INSURANCE

##### A. Hospital and Medical Insurance.

The Village shall continue the present non-contributory health insurance plan, or its equivalent, providing hospital and medical insurance coverage for all employees, their spouses and dependent children. In the event that an active member dies, the Village shall continue to provide all health insurance benefits to the deceased member's spouse if he/she has no other health insurance benefits and to dependent children up to 19 years of age, or if in college, until 23 years of age, unless



said child is retarded or physically handicapped, such benefits to be provided until he/she remarries or for one (1) year, whichever comes earlier.

B. Dental Insurance

The Village will provide the Dutchess Dental Insurance Plan, or an equivalent plan to be selected by the Village, for all active employees, their spouses and dependent children, if any, on a non-contributory basis for each year of this agreement.

C. Optical Plan

The Village will provide the Silver Optical Plan, or an equivalent plan to be selected by the Village, for all active employees, their spouses and dependent children, if any, on a non-contributory basis for each year of this agreement.

D. Health Insurance Buyback Program

1. All eligible employees enrolled under the Village's health insurance program may voluntarily participate in the Health Insurance Buyback Program.

2. Each employee desiring to participate in this program shall obtain an application form and a New York State "Declination of Health Insurance" form PS-403 from the PBA. Said forms shall be completed and returned to the PBA. Said application shall include a signed and notarized affidavit stating that the employee has insurance coverage other than that provided by the Village, and proof of such insurance coverage shall be attached.

3. When the employee has complied with the provisions of Article IV, Section D(2) the application, along with the required documentation shall be forwarded to the Police Department for processing.

4. The disenrollment period shall start on the first day of the second month after submission of the completed transaction form #PS-503.1

5. An employee who voluntarily disenrolls from the health insurance coverage shall be entitled to one twelfth (1/12) of the annual buyback amount for each month of non-coverage within each calendar year.

6. The annual buyback amount shall be calculated as fifty (50%) percent of the annual health insurance premium due for such employee or \$2,500.00, whichever is less.

7. Payments will be made in arrears semi-annually on or about November 30th, and May 31st of each year.

8. An employee shall be entitled to re-enroll in the Village's health insurance program by making application through the Police Department in accordance with the rules and regulations of the New York State Government Employees Health Insurance Program. The re-enrollment period shall start on the first day of the second month after return of the completed transaction form #PS-503.1 to the Village Clerk.

9. An employee who re-enrolls in the Village's health insurance program after having participated in the buyback program may not participate in the buyback program again for a minimum period of one (1) year.

10. Presently the regulations of the New York State Government Employees Health Insurance Program provide that, an employee with at least five (5) years of service with the Village who would ordinarily be entitled to continue his/her health insurance coverage into retirement may not do so if he/she is disenrolled from the program on the date of his/her retirement.

## ARTICLE V - VACATIONS

A. Vacation with pay shall be granted as follows:

1. After one year of service - 20 work days
2. After five years of service - 27 work days

B. Salary while an employee is on vacation shall be paid prior to the vacation period, when requested in writing by the employee. Employees are entitled to actual vacations and no one shall be required to accept money instead of his/her vacation. The Police Department shall prepare vacation schedules, permitting employees to exercise individual discretion in choosing vacation periods to the extent possible, on a seniority preference basis, subject to the reasonable requirements of the Department, and reasonable advance notice of vacation schedules shall be given to all employees. The Village shall allow vacations to be taken by employees from January 1, to and including December 31 of each year, with the consent of the Chief of Police, which consent shall not be unreasonably withheld. With the consent of the Chief of Police, an employee may select a split vacation by dividing his/her total vacation into three (3) parts with the minimum part being five (5) work days. In the event an employee does not actually receive all or any part of his/her vacation for any reason whatsoever, such unused days shall be carried over and must be used in the next succeeding year. All such unused days will be considered supplemental and shall be picked and scheduled following the scheduling of regular vacation days. If the unused day is not scheduled and utilized during the next succeeding year, unless the member through no fault of their own is unable to use it, the Chief may order the member to use such days as directed. When the member is unavailable, the unused days shall continue to be carried over for the period of the employee's absence. Vacation shall be earned at the rate of two and one-quarter (2-1/4) work days per month

of service for employees with more than five (5) years of service and one and two-thirds (1-2/3) work days per month of service for employees with less than five (5) years of service.

C. An employee on vacation may sign on sick leave before the termination of his/her vacation period and shall be credited with additional vacation days for all days so designated. This provision shall apply to sick leave resulting from absences determined by the Chief of Police as being in the line of performance of duty.

D. Employees who so desire may volunteer to work for a period of up to five (5) consecutive days during their annual vacations. Such work will be compensated at straight time, unless an employee works in excess of eight (8) hours, or over one-half (1/2) the tour is between 4:00 P.M. and 8:00 A.M., in which case the applicable overtime compensation or night differential pay will be given. Such volunteers may be assigned to any normal police duties.

E. Vacation time shall not be lost because of an employee's illness, providing the illness does not continue for more than one (1) continuous year. Such vacation time may be carried over and taken during the following calendar year. However, an employee on vacation may not sign on sick leave until the termination of his/her vacation period, except as provided in Section B.

F. An employee who is on vacation and recalled by the Police Department shall be reimbursed by the Department for all expenses incurred and not otherwise recoverable on behalf of himself/herself and family relating to his/her vacation. An employee who has placed a deposit for vacation accommodations and is ordered by the Department to cancel his/her vacation will be reimbursed for any loss of deposit.

## ARTICLE VI - SICK LEAVE

A. In accordance with the present procedures, employees shall be entitled to unlimited sick leave for the full period of incapacity due to illness, injury or any mental or physical defect whether or not service connected.

B. An employee on sick leave is only required to remain at his/her residence during his/her regularly scheduled tour of duty and for two (2) hours immediately preceding and two (2) hours immediately following such period on a day he/she was regularly scheduled to have such tour of duty, except if otherwise reasonably directed by the Police Surgeon. The employee may be visited by a supervising officer at any time between 9:00 A.M. to 7:00 P.M. on the day he/she was regularly scheduled to have a tour of duty. With the consent of the Chief of Police, the provisions of this section may be waived and the employees will not be required to remain at his/her residence, except as directed.

C. An employee shall not be entitled to overtime compensation when ordered to report to the Police Surgeon during the hours in which he or she is required to be at his/her residence.

D. An employee who has been on sick leave for only one (1) scheduled tour of duty, may sign back on duty and then report to a Police Surgeon prior to the completion of his/her tour or any time as designated by the Chief of Police.

E. An employee's assignment or duty chart shall not be altered during the time he/she is on sick leave.

F. Sick Leave Incentive Payout:

1. Employees shall receive six (6) sick days per fiscal year. An employee shall be entitled to the cash equivalent of any sick days not used within a fiscal year. Payment shall be made no later than six (6) weeks after the conclusion of the fiscal year for which such days were earned, at the rate of pay in effect on May 31.
2. Any unused sick leave days (up to a maximum of 100) credited to an employee as of May 31, 2003 shall be paid upon retirement or separation from service. All sick leave banks shall be closed as of May 31, 2003.
3. Days accumulated in the sick leave banks will not be subject to deduction, and days missed as a result of job related illness or injury shall not be considered as time lost for purposes of this provision.

ARTICLE VII - RETIREMENT BENEFITS

A. Pension Plan

1. The Village will continue the present noncontributory 20 year retirement plan for all employees hired prior to June 1, 1980.
2. Employees hired on or after June 1, 1980 shall elect the 25 year retirement plan presently provided in Section 384 of the Retirement and Social Security Law with the option of the 1/60th plan provided under subsection f of Section 384. Should any such employee elect another plan, for any reason whatsoever, including but not limited to, a declaration by the New York State Police and Fire Retirement System or a court of competent jurisdiction, that the Village may not cease to provide the non-contributory 20 year retirement plan to such employees, then such employees shall annually, within ten (10) days of receipt by the Village of a billing from the Police and Fire Retirement System, remit to the Village a sum equal to the difference between the cost to

the Village of the 25 year retirement plan and the plan elected, or forego wages or fringe benefits in an equivalent dollar amount.

3. The Village shall adopt the Career Retirement Plan as provided in Section 375-i of the Retirement and Social Security Law (the 375-i plan) with and upon the following conditions:

(a) All employees presently in Tier 1 of the Section 384-d retirement plan, must elect the 375-i plan not later than March 1st following the obtainment of age 55 and 25 years of creditable service.

(b) Any employee who does not so elect the 375-i plan as above, shall forfeit termination pay payable under Article VII, Section C of this agreement.

(c) Employees electing 375-i must retire at age 62. Any employee not so retiring shall be terminated by the Village, without forfeiture under Article IX, Section I of this agreement. The employee may only contest such a discharge through the grievance and arbitration procedures set forth in Article XI of this agreement. The PBA and each electing employee specifically waives the provisions of Section 75 of the Civil Service Law with regard to a discharge under this paragraph. The arbitrator must sustain the discharge if he finds that the police officer made the election for 375-i and is age 62.

(d) Those employees in Tier 2 of the 384-d retirement plan may voluntarily elect the 375-i plan no later than March 1st following the obtainment of age 55 and 25 years of creditable service. Should such election be made after such date, such employees shall forfeit termination pay payable under Article VII, Section C of this agreement. Failure to elect the 375-i

plan by such employees shall not result in a forfeiture of termination pay under Article VII, Section C.

(e) Any employee may transfer to the 375-i plan during the period from February 1st to March 1st of any year prior to the obtainment of age 55 and 25 years of creditable service. Any employee who so transfers to the 375-i plan shall receive a salary adjustment based upon the Village's cost savings as a result of such transfer. That annual salary adjustment will be equal to one-third of the difference between the Village's cost for coverage of said employee in the retirement plan from which he/she transferred and the 375-i plan. This salary adjustment shall be paid in a lump sum within thirty (30) days of receipt by the Village of the invoice from the New York State Retirement System which reflects the difference in cost to the Village as a result of the employee's transfer to the 375-i plan. Such salary adjustment shall be paid in each year thereafter until the employee obtains the age of 55 and 25 years of creditable service.

B. Retirees

Village shall continue to provide for retired employees the same health insurance plan as provided for its employees.

C. Termination Pay

1. Upon separation from service, after twenty (20) years, for any reason, other than cause, or upon the death in service of any employee or upon retirement qualifying for either ordinary or accidental disability under the Retirement and Social Security Law of New York, such employee or his/her legal representative shall receive four (4) days pay for each year of service completed prior to May 31, 1977 and five (5) days pay for each year of service completed after June 1, 1977, with a maximum accumulation one hundred (100) days, except that employees who have accumulated



one hundred (100) days by May 31, 1977 may continue to accumulate four (4) days pay for each year of service completed thereafter. Termination pay shall be prorated for the portion of the year worked. Years of completed service shall only include time served as an employee on a full pay status, on a military leave of absence pursuant to Section 243 of the Military Law of New York.

2. Each employee eligible to receive termination pay under this Article VII, Section C, shall be entitled to accrue an additional twenty-five (25) days of termination pay. It is expressly understood by the parties hereto that in exchange for this benefit the PBA waives any overtime benefits due or payable under the Fair Labor Standards Act from the time such Act was applicable to the Village through May 31, 2008.

#### ARTICLE VIII - DEATH BENEFITS

A. The Village will continue to provide the present death benefits contained in Section 208-b of the General Municipal Law of New York.

B. The Village will continue to provide the guaranteed ordinary death benefit contained in Section 360-b of the Retirement and Social Security Law of New York.

C. The Village shall continue to provide a Five Thousand (\$5,000) Dollar life insurance policy for each employee. Such policy shall provide an additional benefit for accidental death.

D. The Village shall pay all reasonable funeral expenses incurred by the family of an employee who dies in the line or performance of duty up to a maximum of Two Thousand Five Hundred (\$2,500) Dollars.

## ARTICLE IX - OTHER BENEFITS

### A. Equipment and Clothing Allowances

All uniforms necessary for an employee to perform his/her duty as a uniformed officer shall be furnished by the Village. Employees shall receive a uniform cleaning allowance and an equipment allowance in each year of this agreement as follows:

	Uniform Cleaning Allowance	Equipment Allowance
6/1/03	\$400.00	\$400.00
6/1/04	\$450.00	\$450.00
6/1/05	\$500.00	\$500.00
6/1/06	\$550.00	\$550.00
6/1/07	\$600.00	\$600.00

1. An employee, employed by June 1st, shall be paid allowances on or before the last day of the first complete pay period in December.

2. An employee, employed for more than six (6) months during a fiscal year, shall be paid the entire allowances on or before May 31st.

3. An employee, employed for six (6) months or less during a fiscal year, shall be paid ½ the allowances on or before May 31st.

Any employee assigned to perform duty in plainclothes by order of the Chief of Police for a continuous period of not less than three (3) months, shall receive additional compensation in lieu of clothing prorated weekly on a basis of Three Hundred Fifty (\$350) Dollars payable as set forth in subdivisions 1, 2 or 3 above, whichever is applicable.

B. Personal Leave

1. Employees shall be granted five (5) days of personal leave each fiscal year, except employees who are employed on or after December 1 of any year who shall be granted two and one half (2 1/2) days of personal leave for that fiscal year. Personal leave days may not be carried over from one year to the next and may be used contiguous with vacation days upon consent of the Chief of Police. A member shall be entitled to the cash equivalent of any personal days requested but not granted within a fiscal year.

2. Employees shall be notified of the approval or denial of all personal leave day requests at least thirty (30) days in advance of the requested date, if such request was made forty (40) or more days in advance of such date.

3. Once granted, in accordance with Article IX, Section B(2) a personal day may not be withdrawn or denied except in the event of police or civilian emergency.

4. Notwithstanding the provisions of paragraph (3) above, a member may withdraw his/her request for such leave providing he/she gives the Department at least forty-eight (48) hours notice.

5. Police recruits who are receiving training from the Recruit Training Bureau shall not accrue personal leave while in the Academy. They shall be eligible for pro rated personal leave for the balance of the fiscal year upon graduation from the Academy.

C. Bereavement Leave

Employees shall be entitled to four (4) calendar days, with pay, to grieve the death of a spouse, a natural, foster or stepparent or child, a grandchild or grandparent, a brother or sister, a father-in-law or mother-in-law, a daughter-in-law or a son-in-law, or any relative residing in the

employee's household. Such bereavement leave shall be commenced within seven (7) days of the relative's death.

D. Recall

1. An employee recalled to work after he/she has finished his/her tour of duty and is placed on duty shall receive a minimum of four (4) hours credited as time worked. An employee recalled but not placed on duty shall be credited with two (2) hours as time worked.

2. For employees, any time credited on a recall shall be compensated on the same basis as overtime.

3. Recall is a communication to an employee while off duty directing him/her to proceed immediately to engage in work or to report for such work at a designated time.

4. In addition to any other benefits provided in this subsection, an employee shall be credited with travel time consisting of both one (1) hour before the time he/she is due to report for recall and one (1) hour after the time he/she is relieved from duty on the recall. The employee shall have the option of choosing cash or compensatory time for travel time earned.

5. Notwithstanding anything contained herein to the contrary, recall shall not include a communication to an employee to report to work within one (1) hour contiguous to the beginning of a regularly scheduled shift while such employee is off duty on the Village premises. "Village premises" shall be defined as a Village parking lot or the Village Hall.

E. Court Recall

1. Court recall is a communication by an authorized individual to the employee directing him/her to report for work while otherwise off duty at a designated time with regard to work involving a court proceeding or relating thereto.

2. Court recall shall be compensated in accordance with the following rules:

(a) If the court recall is canceled by notifying the employee more than seventy-two (72) hours before the designated time, then the employee shall receive no compensation.

(b) If the court recall is not so canceled and the employee actually reports for such work, then the employee shall be credited with a minimum of four (4) hours as time worked or the actual time worked if four (4) hours or more. If the employee does not so actually report for such work, he/she shall receive no compensation.

(c) If the court recall is canceled by notifying the employee seventy-two (72) hours or less before the designated time, the employee shall immediately notify the desk officer or other individual if the Chief of Police so designates in the Rules and Regulations of the Police Department. The employee shall be required to report, for a minimum of four (4) hours of work all of which shall be within eight (8) hours after such designated time, unless he/she voluntarily or actually does not so report to work, in which case, he/she shall receive no compensation for the court recall.

3. Any time credited on a court recall shall be compensated on the same basis as overtime.

4. In addition to any other benefits provided in this section, an employee shall be credited with travel time consisting of both one (1) hour before the time he/she is due to report for court recall and one (1) hour after the time he/she is relieved from duty on court recall. An employee shall have the option of choosing cash or compensatory time for travel time earned.

5. Notwithstanding anything contained herein to the contrary, an employee shall not be entitled to the benefits provided by this section on occasions when his/her court appearance follows a scheduled 2400 to 0800 hours shift, and when such appearance commences on or before 1200 hours. A communication to report to work for court recall contiguous to the beginning of a regularly scheduled shift shall not be eligible for the benefits provided by this section.

F. Stand-by

No employee shall be required to remain on stand-by for any purpose.

G. Mileage Allowance

1. An employee shall not receive a mileage allowance for reporting to duty but shall receive reimbursement for mileage incurred while traveling on Village business after reporting to duty in his/her automobile in accordance with the schedule of mileage distances determined by the Comptroller of the County of Nassau for such travel. The mileage allowance is eighteen (\$.18) cents per mile.

2. An employee who is recalled for Court or otherwise shall receive a mileage allowance computed on the round trip distance from his/her home to the place he/she was ordered to report to duty as determined by the above schedule.

H. Loss of Personal Items

An employee shall be compensated for the loss or damage of personal items, which shall include police equipment, false teeth, watches, glasses and clothing while conducting police business whether on or off duty when reasonable care was used to prevent such loss and the item could reasonably be expected to be in the employee's possession at the time of loss. Such loss or

damage must be reported by the employee by the end of the tour of duty when it occurs. The maximum reimbursement shall be Five Hundred (\$500.00) Dollars per item.

I. Separation From Service

Any employee who separates or retires from service without cause shall be paid all accrued cash benefits provided in this agreement including salary, overtime, holiday pay, night differential, recall payments, lump sum payment, termination pay, sick leave incentive pay, unused vacation time, unused personal days, clothing allowance, and the cash equivalent of any accumulated compensatory time standing to the employee's credit.

J. Testimony by Former Employees

Former employees separated from service for any reason other than cause are to be paid for their time to testify or assist in a criminal or civil action or hearing affecting the Village in which he/she was involved while an employee when requested by the Chief of Police on behalf of the Police Department. Pay shall be at regular straight time computed at the current rate for the rank held at time of separation. No payment shall be made to any former employee for any testimony or assistance in a criminal or civil action or hearing in which such former employee is the defendant or the subject of the investigation.

K. Work in Higher Classification

An employee who is compelled to perform the duties of a higher ranking officer or of a designated position with a higher pay scale for one (1) tour of duty or more, shall be compensated in an amount equivalent to the difference between the rate being paid the higher rank or designation and the rate being paid the rank he is actually holding.

L. Off Duty Acts

If an employee performs what is determined by the Chief of Police as being police duties on his/her off duty hours, he/she shall be entitled to all benefits which would have been accrued to him/her had he/she been on duty at the time the duties were performed, which shall include but not be limited to overtime compensation, etc. Any assistance or testimony subsequently required of the employee in civil and criminal proceedings, administrative proceedings, etc. resulting from the off duty action taken by the employee, shall be similarly compensated pursuant to the applicable provisions of the contract.

If unreasonable or impractical, when off duty, and not in uniform, an employee shall not be required to carry a gun.

M. Pro Ration of Benefits

Employees who are absent from work due to sickness or injury, except for an on the job injury, for ninety (90) consecutive work days shall not receive any supplemental pay, holiday pay and equipment and clothing allowances for the remaining period of such sickness or injury. A return to work of less than ten (10) consecutive work days shall not be considered a tolling of such ninety (90) days period.

N. Deferred Compensational/Payroll Date

The employees of the Police Department shall be included in the deferred compensation plan. The Village shall pay employees on a biweekly schedule.



## ARTICLE X - PBA RIGHTS

A. The Village recognizes the right of employees to designate representatives of the PBA to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of the contract and their employment, and to visit employees during working hours. Such PBA representatives shall also be permitted to appear at public hearings before appropriate governmental agencies.

B. The PBA shall have the right to post notices upon the PBA bulletin board maintained on the premises and facilities of the Police Department headquarters. The officers and agents of the PBA shall have the right to visit and call upon appropriate Village officials for the purpose of adjusting grievances and administering the terms and conditions of this contract.

C. Lockers of employees shall not be opened for inspection except in the presence of the employee and/or his/her designated representative, who shall be any employee on tour who is picked by the employee.

D. Release Time:

1. The President or Vice President of the PBA shall be entitled to a total of 420 hours of release time without loss of pay each contract year for Association related matters.

2. In addition, the President or Vice President shall be entitled to release time without loss of pay for attendance at:

- (a) Agency hearings (e.g. Workers Compensation, PERB, etc.)
- (b) Village disciplinary or administrative hearings.
- (c) Arbitrations.

(d) Court proceedings in which the President or Vice President are necessary parties.

(e) Negotiations.

3. The President or Vice President shall be required to provide reasonable notice to the Chief of Police of his/her intent to take release time.

4. In case of police or public emergency, the Chief of Police shall have the right to cancel release time.

E. The Secretary, Treasurer and/or Sergeant of Arms of the PBA shall be excused at the discretion of the Chief of Police, without loss of pay, for the length of the meeting, for the purpose of attending all regular and special meetings of the PBA.

F. The President and the Vice-President of the PBA shall be entitled to talk to employees anytime during the employee's working hours so long as the duration of the conference is reasonable and does not interfere with the necessary work of the officer.

G. Soda and coffee vending machines shall be administered by the PBA, so long as placement and use does not interfere with department procedures and is available for same.

#### ARTICLE XI - GRIEVANCE AND ARBITRATION PROCEDURES

A grievance is a dispute arising between the parties with regard to the interpretation or application of the terms of this agreement or any alleged breach thereof, or of any right claimed thereunder, including matters of discipline and shall be processed in accordance with the following procedure:

A. Every employee shall have the right to present his/her grievances in accordance with the procedures described herein containing the three steps set forth below, with or without a

representative of the PBA, free from interference, coercion, restraint, discrimination or reprisal. The PBA shall have a right to have a representative present at each grievance step and to be notified of each decision.

Step 1. An employee who feels that he/she has been aggrieved may orally present his/her grievance within three (3) days from the date of occurrence to the Chief of Police, who shall carefully consider the matter and, within three (3) days thereafter, make a determination and advise the employee and the PBA of the decision in writing.

Step 2. If the grievance is not satisfactorily adjusted in Step 1, and employee may present the matter to the Village Board of Trustees within five (5) days after notification of the decision provided in Step 1 by filing a written notice of the specified grievance with the Village Clerk and may request a hearing before the Board of Trustees. The Board of Trustees shall render an opinion within twenty (20) days after it is filed with the Village Clerk and shall advise the employee and the PBA of the decision.

Step 3. Within five (5) days after notification of the decision provided in Step 2, an employee may, with the consent of the PBA, request arbitration of the grievance by filing a demand for arbitration with the American Arbitration Association. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules, then prevailing, of the American Arbitration Association.

B. The award of the arbitrator shall be final and binding upon the Village, the PBA and the employee.

C. The fees and expenses of the American Arbitration Association and the arbitrator shall be shared equally by the Village and the PBA.

D. For the purpose of grievance and arbitration procedures:

1. Failure at any step of the procedure provided herein to communicate a decision on a grievance within the specified time limits shall permit the employee to proceed to the next step.

2. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of the rights to appeal.

3. The term "day" means working day.

4. The PBA may submit a grievance, provided it does not merely affect an individual, with Step 3 as the initial step. The Village may submit a grievance with Step 3 as the initial step.

E. Conferences and hearings shall be held during nonworking times, unless otherwise scheduled by the Village.

F. The arbitrator shall have jurisdiction only over disputes arising out of grievances and shall have no power to add to, subtract from or modify in any way any terms of this agreement.

G. This grievance and arbitration procedure shall take the place of the grievance procedure provided under Article XVI of the General Municipal Law and the disciplinary procedures provided in Section 75 of the Civil Service Law and Section 8-804 of the Village Law.

#### ARTICLE XII - DISCIPLINARY PROCEDURES

A. The Village has the exclusive right to discipline employees for cause by reprimand, fines, loss of vacation or personal days, suspension without pay, demotion or discharge.

B. Employees who have completed their initial probationary period with the Village, may contest such discipline through the grievance and arbitration procedures of Article XI of this agreement.

C. Before the Village may suspend or terminate an employee referred to in section B hereof, written notice of such violation and action must be presented to the employee.

D. An employee referred to in section B hereof, who has been suspended or terminated, may process a grievance through the grievance and arbitration procedures of Article XI of this agreement commencing at Step 3. Such a request for arbitration shall be made no later than fifteen (15) days after presentation to the employee of the written notice as required in section C hereof.

E. The employee under internal investigation shall have the right to have present during the period of interrogation a duly designated representative of the PBA who has been previously certified by the PBA on a list submitted to the Chief of Police and is a member of the negotiating team. The employee shall be given a reasonable opportunity to notify such duly designated representative but the period of interrogation shall not be delayed for more than one hour because such duly designated representative is unable to be present. This right to such duly designated representative during the period of interrogation shall not apply to internal investigation of complaints of minor violations of the Rules and Regulations of the Police Department of the Village, such as absence from post, failure to signal, failure to make entries, loss of equipment, etc. Such duly designated representative, while having the right to be present during the period of interrogation, shall not be permitted to interfere with or interrupt the interrogation. The representative, however, shall have the right to confer with and advise the employee only before and after interrogation.

F. An employee who is being questioned for a violation of the Rules and Regulations, which could constitute a criminal charge if he/she were prosecuted, shall not be compelled to give a statement even for administrative purposes only.

G. Discipline, and all references thereto, shall be removed from the personnel folder of the employee and put into a special confidential file if such discipline is not sustained by an arbitrator. If the discipline is sustained, the charges and specifications and determination thereof and/or references thereto shall be removed from the employee's personnel folder two (2) years after the final determination is made, so long as the employee has not been further disciplined within that two (2) year period.

H. If discipline results in any employee being fined, he/she may, with the approval of the Chief of Police choose to satisfy the penalty so assessed by having compensatory time equivalent to the amount of the fine subtracted from his/her accumulation. or he/she may, with the approval of the Chief of Police, earn a sufficient amount of additional compensatory time so as to satisfy the penalty.

#### ARTICLE XIII - MANAGEMENT RIGHTS

Except as limited by this agreement, the Village reserves the right to determine the standards of service to be offered by its various agencies, to set the standards of selection for employment, to direct its employees, to regulate work schedules, to take disciplinary action, to relieve its employees from duty because of lack of work or for other legitimate reasons, to maintain the efficiency of governmental operations, to determine the methods, means and personnel by which governmental operations are to be conducted, to determine the content of job classification, to take

all necessary actions to carry out its mission in emergencies, and to exercise complete control and discretion over its organization and the technology of performing its work.

#### ARTICLE XIV - STRIKES

The PBA affirms that it does not assert the right to strike against the Village, to assist or participate in any strike, or to impose an obligation upon its members to conduct, assist, or participate in such strike.

#### ARTICLE XV- GOVERNING LAW

The law governing this agreement shall be the Public Employee's Fair Employment Act, and such provisions of the Civil Service Law and the local laws of the Village which are not inconsistent with said Act.

#### ARTICLE XVI - INDEMNITY

The Village shall maintain full and adequate liability insurance coverage for all employees for all acts and omissions in the performance of their duty within the scope of their employment as police officers of the Village. In the event of the failure to maintain said coverage, the Village agrees and undertakes to indemnify and save harmless all employees against any and all liability, damages, expenses, causes of action, suits, claims, penalties or judgments arising as a result thereof, and the Village shall, at its own expense, defend any and all suits or actions which may be brought against any employee or in which employees may be impleaded with others upon any matter or thing arising therefrom, and in the event of the failure of the Village so to do, the PBA at its option but without it being obliged so to do, may at the cost and expense of the Village, and upon five (5) days written notice to the Village, defend any and all such suits or actions, and the Village shall satisfy, pay and discharge any and all judgments against any employees in any such suits or actions which may be

brought against them, or in which they may be impleaded with others, and in the event of the failure of the Village to pay the amount or amounts for which said employees shall become liable as aforesaid, the PBA may pay the same, and the amount or amounts so paid, with interest thereon, shall become due and payable by the Village, together with the reasonable cost and expense of the PBA's defense of such litigation.

#### ARTICLE XVII - SCOPE OF AGREEMENT

The agreement disposes of all matters which are the proper subject to collective bargaining between the parties and no modification hereof shall be effective except by mutual consent of the parties evidenced in writing. In the event any provision of this agreement should be adjudged in conflict with any law, ordinance or regulation of the State or Federal government or any department thereof, said provision shall be null and void but all other provisions of this agreement shall remain in full force and effect.

#### ARTICLE XVIII - WAIVER

The failure to enforce any provision of this agreement shall not be deemed a waiver thereof. This agreement shall not be construed as a waiver of any right or benefit to which an employee is entitled by law. The Rules and Regulations of the Police Department may not be changed without the consent of the parties where the change would vary this agreement.

#### ARTICLE XIX - LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREOF,



SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS  
GIVEN APPROVAL.

ARTICLE XX - DURATION

This agreement shall be effective from June 1, 2003, and shall continue in full force and  
effect until and including May 31, 2008.

INCORPORATED VILLAGE  
OF LYNBROOK

By Eugene Scarpato  
Eugene Scarpato, Mayor

LYNBROOK POLICE BENEVOLENT  
ASSOCIATION, INCORPORATED

By William Diebold  
William Diebold, President

